

EXHIBIT D



March 1, 2022

SENT VIA OVERNIGHT COURIER;
ELECTRONIC DELIVERY

Salem County Hospital Corporation
d/b/a Salem Medical Center
310 Woodstown Road
Salem, NJ 08079
Attn: Vinnie Riccitelli, CfO

Re: **Termination and Demand Notice**

Dear Mr. Riccitelli,

On behalf of Restorix Health, Inc. ("Restorix"), reference is hereby made to the Wound Care Services Agreement by and between Restorix and Salem County Hospital Corporation d/b/a Salem Medical Center ("Hospital") dated March 1, 2019, as amended (the "Agreement"). Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

Hospital is in receipt of that certain Breach of Contract; Demand for Payment of Overdue Accounts Notice dated December 28, 2021 (the "Notice") whereby Restorix advised Hospital of the outstanding balance that remained unpaid and of Hospital's breach of Section 3.1 of the Agreement. Despite repeated outreach over the past two months, the outstanding balance remains unpaid. Therefore, Hospital is still in breach of the Agreement.

Accordingly, pursuant to Section 10.3(A) of the Agreement, **Restorix hereby is electing to terminate the Agreement effective as of March 11, 2022 (the "Termination Date"). Payment of the entire unpaid Outstanding Balance (as defined below) must be received by Restorix no later than March 8, 2022 (the "Payment Date"), or Restorix will proceed with terminating the Agreement due to Hospital's uncured breach of the Agreement.**

Unless Restorix receives payment in full of all balances due and owing under the Agreement on or before March 8, 2022, Restorix will proceed with terminating the Agreement and ceasing all services at the CWC Facility. Please be advised that Hospital's outstanding balance owed to Restorix is Four Hundred Ninety Two Thousand, Nine Hundred Twenty Two Dollars



(\$492,922), *plus* all interest that has accrued pursuant to the Agreement (the “**Outstanding Balance**”).

To pay your invoice via ACH, please remit the entire amount due as follows:

Bank Name:	Bank of Montreal
Account Name:	[REDACTED]
Routing Number:	[REDACTED]
Account Number:	[REDACTED]

Please be advised that Restorix will remove any equipment and materials, inclusive of all of Restorix’s policies and procedures, from the CWC Facility upon the Termination Date. To the extent that Hospital has made any copies or saved to its system any of Restorix’s policies and procedures, please promptly return all hard copies to Restorix by the Termination Date and destroy all soft copies by the same date. Please note that Restorix’s policies and procedures are propriety in nature and Hospital’s license to use Restorix’s policies and procedures will terminate as of the Termination Date.

Termination of the Agreement shall not affect any of the obligations of either party arising prior to the Termination Date or any obligation expressly made to extend beyond the termination of the Agreement. Such termination shall also not prejudice Restorix’s rights to collect from Hospital any and all amounts due to Restorix for CWC Administrative Services rendered prior to the Termination Date, together with interest and Restorix’ costs of collection.

The demands contemplated by this letter are made without prejudice and Restorix reserves all rights and remedies, available to it under the Agreement or otherwise at law and equity.

If you have any questions or would like to discuss, please contact me at (914) 372-3156 or Patrick.Seiler@RestorixHealth.com. Thank you for your cooperation.

Sincerely yours,

Patrick Seiler
Chief Financial Officer